

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

KB HOME,

Plaintiff,

v.

KINGSBARN REALTY CAPITAL,
LLC; KB EXCHANGE PROPERTIES,
LLC; KINGSBARN REAL ESTATE
CAPITAL, LLC; KB PROPERTY
ADVISORS, INC.; and KB
PROPERTY ADVISORS, LLC,

Defendants.

Case No. 2:24-CV-4153-CBM (MAAx)

**STIPULATED PROTECTIVE
ORDER**

KINGSBARN REALTY CAPITAL,
LLC; KB EXCHANGE PROPERTIES,
LLC; KINGSBARN REAL ESTATE
CAPITAL, LLC; KB PROPERTY
ADVISORS, INC; and KB
PROPERTY ADVISORS, LLC,,

Counterclaim-Plaintiffs,

v.

KB HOME,

Counterclaim-Defendant.

1. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public

1 disclosure and from use for any purpose other than prosecuting this litigation may be
2 warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter
3 the following Stipulated Protective Order. The parties acknowledge that this
4 Stipulated Protective Order does not confer blanket protections on all disclosures or
5 responses to discovery and that the protection it affords from public disclosure and
6 use extends only to the limited information or items that are entitled to confidential
7 treatment under the applicable legal principles. The parties further acknowledge, as
8 set forth in Section 13.3 below, that this Stipulated Protective Order does not entitle
9 them to file confidential information under seal; Local Rule 79-5 sets forth the
10 procedures that must be followed and the standards that will be applied when a party
11 seeks permission from the Court to file material under seal.

12 **2. GOOD CAUSE STATEMENT**

13 This action is likely to involve the exchange of documents, information, and
14 things in discovery that contain confidential, proprietary, or private information.
15 Such information includes, but is not limited to, confidential business or financial
16 information, confidential customer information, information regarding confidential
17 business practices, or other confidential research, development, or commercial
18 information (including information implicating privacy rights of third parties),
19 information otherwise generally unavailable to the public, or which may be
20 privileged or otherwise protected from disclosure under state or federal statutes, court
21 rules, case decisions, or common law. Accordingly, to expedite the flow of
22 information, to facilitate the prompt resolution of disputes over confidentiality of
23 discovery materials, to adequately protect information the parties are entitled to keep
24 confidential, to ensure that the parties are permitted reasonable necessary uses of such
25 material in preparation for and in the conduct of trial, to address their handling at the
26 end of the litigation, and to serve the ends of justice, a protective order for such
27 information is justified in this matter. It is the intent of the parties that information
28 will not be designated as confidential for tactical reasons and that nothing will be so

1 designated without a good faith belief that it has been maintained in a confidential,
2 non-public manner, and there is good cause why it should not be part of the public
3 record of this case.

4 **3. DEFINITIONS**

5 3.1. Action: This pending federal lawsuit.

6 3.2. Challenging Party: A Party or Nonparty that challenges the designation
7 of information or items under this Order.

8 3.3. “CONFIDENTIAL” Information or Items: Information (regardless of
9 how it is generated, stored, or maintained) or tangible things that qualify for
10 protection under Federal Rule of Civil Procedure 26(c), and as specified above in the
11 Good Cause Statement.

12 3.4. “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
13 Information or Items: Information (regardless of how it is generated, stored, or
14 maintained) or tangible things that qualify for protection under Federal Rule of Civil
15 Procedure 26(c), and as specified above in the Good Cause Statement, and that also
16 constitute: current or future business or technical trade secrets, commercial or
17 financial information, or plans, the disclosure of which is likely to create a substantial
18 risk of competitive harm, considering the roles of those with access to
19 CONFIDENTIAL Information, or the disclosure of which would contravene an
20 obligation of confidentiality to a third person or to a Court.

21 3.5. Counsel: Outside Counsel of Record and In-House Counsel (as well as
22 their support staff).

23 3.6. Designating Party: A Party or Nonparty that designates information or
24 items that it produces in disclosures or in responses to discovery as
25 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
26 ONLY.”

27 3.7. Disclosure or Discovery Material: All items or information, regardless
28 of the medium or manner in which it is generated, stored, or maintained (including,

1 among other things, testimony, transcripts, and tangible things), that are produced or
2 generated in disclosures or responses to discovery in this matter.

3 3.8. Expert: A person with specialized knowledge or experience in a matter
4 pertinent to the litigation who has been retained by a Party or its counsel to serve as
5 an expert witness or as a consultant in this Action.

6 3.9. In-House Counsel: Attorneys who are employees of a party to this
7 Action. In-House Counsel does not include Outside Counsel of Record or any other
8 outside counsel.

9 3.10. Nonparty: Any natural person, partnership, corporation, association, or
10 other legal entity not named as a Party to this action.

11 3.11. Outside Counsel of Record: Attorneys who are not employees of a party
12 to this Action but are retained to represent or advise a party to this Action and have
13 appeared in this Action on behalf of that party or are affiliated with a law firm which
14 has appeared on behalf of that party, and includes support staff.

15 3.12. Party: Any party to this Action, including all of its officers, directors,
16 employees, consultants, retained experts, and Outside Counsel of Record (and their
17 support staffs).

18 3.13. Producing Party: A Party or Nonparty that produces Disclosure or
19 Discovery Material in this Action.

20 3.14. Professional Vendors: Persons or entities other than Counsel that
21 provide litigation support services (e.g., photocopying, videotaping, translating,
22 preparing exhibits or demonstrations, and organizing, storing, or retrieving data in
23 any form or medium) and their employees and subcontractors.

24 3.15. Protected Material: Any Disclosure or Discovery Material that is
25 designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
26 ATTORNEYS’ EYES ONLY.”

27 3.16. Receiving Party: A Party that receives Disclosure or Discovery Material
28 from a Producing Party.

1 **4. SCOPE**

2 The protections conferred by this Stipulation and Order cover not only
3 Protected Material, but also (1) any information copied or extracted from Protected
4 Material; (2) all copies, excerpts, summaries, or compilations of Protected Material;
5 and (3) any testimony, conversations, or presentations by Parties or their Counsel that
6 might reveal Protected Material.

7 Any use of Protected Material at trial shall be governed by the orders of the
8 trial judge. This Stipulated Protective Order does not govern the use of Protected
9 Material at trial.

10 **5. DURATION**

11 Even after final disposition of this litigation, the confidentiality obligations
12 imposed by this Stipulated Protective Order shall remain in effect until a Designating
13 Party agrees otherwise in writing or a court order otherwise directs. Final disposition
14 shall be deemed to be the later of (1) dismissal of all claims and defenses in this
15 Action, with or without prejudice; and (2) final judgment herein after the completion
16 and exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
17 including the time limits for filing any motions or applications for extension of time
18 pursuant to applicable law.

19 **6. DESIGNATING PROTECTED MATERIAL**

20 6.1. Exercise of Restraint and Care in Designating Material for Protection.

21 Each Party or Nonparty that designates information or items for protection
22 under this Stipulated Protective Order must take care to limit any such designation to
23 specific material that qualifies under the appropriate standards. The Designating
24 Party must designate for protection only those parts of material, documents, items,
25 or oral or written communications that qualify so that other portions of the material,
26 documents, items, or communications for which protection is not warranted are not
27 swept unjustifiably within the ambit of this Order.
28

1 Mass, indiscriminate, or routinized designations are prohibited. Designations
2 that are shown to be clearly unjustified or that have been made for an improper
3 purpose (e.g., to unnecessarily encumber the case development process or to impose
4 unnecessary expenses and burdens on other parties) may expose the Designating
5 Party to sanctions.

6 If it comes to a Designating Party's attention that information or items that it
7 designated for protection do not qualify for protection, that Designating Party must
8 promptly notify all other Parties that it is withdrawing the inapplicable designation.

9 6.2. Manner and Timing of Designations.

10 Except as otherwise provided in this Order (*see, e.g.*, second paragraph of
11 Section 6.2(a) below), or as otherwise stipulated or ordered, Disclosure or Discovery
12 Material that qualifies for protection under this Stipulated Protective Order must be
13 clearly so designated before the material is disclosed or produced.

14 Designation in conformity with this Stipulated Protective Order requires the
15 following:

16 (a) For information in documentary form (e.g., paper or electronic
17 documents, but excluding transcripts of depositions or other pretrial or trial
18 proceedings), that the Producing Party affix at a minimum, the legend
19 "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL - ATTORNEYS' EYES
20 ONLY," to each page that contains protected material.

21 A Party or Nonparty that makes original documents available for inspection
22 need not designate them for protection until after the inspecting Party has indicated
23 which documents it would like copied and produced. During the inspection and
24 before the designation, all of the material made available for inspection shall be
25 deemed "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY." After the
26 inspecting Party has identified the documents it wants copied and produced, the
27 Producing Party must determine which documents, or portions thereof, qualify for
28 protection under this Stipulated Protective Order. Then, before producing the

1 specified documents, the Producing Party must affix the legend “CONFIDENTIAL”
2 or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” to each page that
3 contains Protected Material.

4 (b) For testimony given in depositions, that the Designating Party
5 designate transcripts or portions thereof as “CONFIDENTIAL” or “HIGHLY
6 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” either (i) on the record during
7 the deposition or (ii) by written notice to the reporter and all Outside Counsel of
8 Record within twenty-one (21) days after the reporter notifies the Parties that the
9 certified or final transcript is available for review. Pending such designation by
10 counsel, the entire transcript, including exhibits, shall be deemed “HIGHLY
11 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” If no designation is made within
12 twenty-one (21) days after receipt of a certified or final transcript from the court
13 reporter, the transcript shall be considered not to contain any Protected Material.

14 (c) For information produced in nondocumentary form, and for any
15 other tangible items, that the Producing Party affix in a prominent place on the
16 exterior of the container or containers in which the information is stored the legend
17 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
18 ONLY.” If only a portion or portions of the information warrants protection, the
19 Producing Party, to the extent practicable, shall identify the protected portion(s).

20 6.3. Inadvertent Failure to Designate.

21 A Designating Party’s inadvertent failure to designate qualified information or
22 items as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
23 EYES ONLY” does not waive the Designating Party’s right to secure protection
24 under this Order for such materials. If the Designating Party discovers that
25 information should have been but was not appropriately designated as
26 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
27 ONLY,” the Designating Party must promptly notify all other Parties in writing in
28 order to secure protection under this Order. Upon notification, the Receiving Party

1 must make reasonable efforts to assure that the Designated Materials are treated in
2 accordance with the provisions of this Stipulated Protective Order and updated
3 designations by the Designating Party.

4 **7. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

5 7.1. Timing of Challenges.

6 Any Party or Nonparty may challenge a designation of confidentiality at any
7 time that is consistent with the Court's Scheduling Order.

8 7.2. Meet and Confer.

9 The Challenging Party shall initiate the dispute resolution process,
10 which shall comply with Local Rule 37.1 et seq., and with Section 4 of Judge
11 Audero's Procedures ("Mandatory Telephonic Conference for Discovery
12 Disputes").¹

13 7.3. Burden of Persuasion.

14 The burden of persuasion in any such challenge proceeding shall be on the
15 Designating Party. Frivolous challenges, and those made for an improper purpose
16 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
17 expose the Challenging Party to sanctions. Unless the Designating Party has waived
18 or withdrawn the confidentiality designation, all parties shall continue to afford the
19 material in question the level of protection to which it is entitled under the Producing
20 Party's designation until the Court rules on the challenge.

21 **8. ACCESS TO AND USE OF PROTECTED MATERIAL**

22 8.1. Basic Principles.

23 A Receiving Party may use Protected Material that is disclosed or produced by
24 another Party or by a Nonparty in connection with this Action only for prosecuting,
25 defending, or attempting to settle this Action. Such Protected Material may be
26 disclosed only to the categories of persons and under the conditions described in this

27
28 ¹ Judge Audero's Procedures are available at
<https://www.cacd.uscourts.gov/honorable-maria-audero>.

1 Stipulated Protective Order. When the Action reaches a final disposition, a Receiving
2 Party must comply with the provisions of Section 14 below.

3 Protected Material must be stored and maintained by a Receiving Party at a
4 location and in a secure manner that ensures that access is limited to the persons
5 authorized under this Stipulated Protective Order.

6 8.2. Disclosure of “CONFIDENTIAL” Information or Items.

7 Unless otherwise ordered by the Court or permitted in writing by the
8 Designating Party, a Receiving Party may disclose any information or item
9 designated “CONFIDENTIAL” only to:

10 (a) The Receiving Party’s Outside Counsel of Record in this Action,
11 as well as employees of said Outside Counsel of Record to whom it is reasonably
12 necessary to disclose the information for this Action;

13 (b) The officers, directors, and employees (including In-House
14 Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this
15 Action;

16 (c) Experts of the Receiving Party to whom disclosure is reasonably
17 necessary for this Action and who have signed the “Acknowledgment and Agreement
18 to Be Bound” (Exhibit A);

19 (d) The Court and its personnel;

20 (e) Court reporters, stenographers, videographers, and their
21 respective staff, and any other persons preparing transcripts of depositions or
22 hearings;

23 (f) Professional jury or trial consultants, mock jurors, and
24 Professional Vendors to whom disclosure is reasonably necessary for this Action and
25 who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

26 (g) The author or recipient of a document containing the information
27 or a custodian or other person who otherwise possessed or knew the information so
28

1 long as it is stated on the face of each document being disclosed that the witness to
2 whom a party is seeking to disclose the document is such a person;

3 (h) During their depositions, fact witnesses in the Action, and
4 attorneys for such witnesses, to whom disclosure is reasonably necessary And who
5 have signed the “Acknowledgement and Agreement to Be Bound” (Exhibit A),
6 subject to any objection by the Designating Party. Such fact witnesses shall not retain
7 any CONFIDENTIAL Information disclosed to them during their deposition, but
8 they may review a copy of all exhibits marked at their deposition in connection with
9 their review of the deposition transcript.; and

10 (i) Any mediator or settlement officer, and their supporting
11 personnel, mutually agreed upon by any of the parties engaged in settlement
12 discussions.

13 8.3. Disclosure of “HIGHLY CONFIDENTIAL - ATTORNEYS’ EYES
14 ONLY” Information or Items.

15 Unless otherwise ordered by the Court or permitted in writing by the
16 Designating Party, a Receiving Party may disclose information or items designated
17 “HIGHLY CONFIDENTIAL - ATTORNEYS’ EYES ONLY” only to:

18 (a) The Receiving Party’s Outside Counsel of Record in this Action,
19 as well as employees of said Outside Counsel of Record to whom it is reasonably
20 necessary to disclose the information for this Action;

21 (b) Any Experts of the Receiving Party to whom disclosure is
22 reasonably necessary for this Action and who has signed the “Acknowledgment and
23 Agreement to Be Bound” (Exhibit A);

24 (c) The Court and its personnel;

25 (d) Court reporters, stenographers, videographers, their respective
26 staff, and any other persons preparing transcripts of depositions or hearings;

1 (e) Professional jury or trial consultants, mock jurors, and
2 Professional Vendors to whom disclosure is reasonably necessary for this Action and
3 who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

4 (f) The author or recipient of a document containing the information
5 or a custodian or other person who otherwise possessed or knew the information so
6 long as it is stated on the face of each document being disclosed that the witness to
7 whom a party is seeking to disclose the document is such a person; and

8 (g) Any mediator or settlement officer, and their supporting
9 personnel, mutually agreed upon by any of the parties engaged in settlement
10 discussions.

11 **9. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
12 **PRODUCED IN OTHER LITIGATION**

13 If a Party is served with a subpoena or a court order issued in other litigation
14 that compels disclosure of any information or items designated in this Action as
15 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL - ATTORNEYS’ EYES
16 ONLY,” that Party must:

17 (a) Promptly notify in writing the Designating Party. Such
18 notification shall include a copy of the subpoena or court order;

19 (b) Promptly notify in writing the party who caused the subpoena or
20 order to issue in the other litigation that some or all of the material covered by the
21 subpoena or order is subject to this Stipulated Protective Order. Such notification
22 shall include a copy of this Stipulated Protective Order; and

23 (c) Cooperate with respect to all reasonable procedures sought to be
24 pursued by the Designating Party whose Protected Material may be affected.

25 If the Designating Party timely seeks a protective order, the Party served with
26 the subpoena or court order shall not produce any information designated in this
27 action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
28 EYES ONLY” before a determination by the court from which the subpoena or order

1 issued, unless the Party has obtained the Designating Party's permission. The
2 Designating Party shall bear the burden and expense of seeking protection in that
3 court of its confidential material and nothing in these provisions should be construed
4 as authorizing or encouraging a Receiving Party in this Action to disobey a lawful
5 directive from another court.

6 **10. A NONPARTY'S PROTECTED MATERIAL SOUGHT TO BE**
7 **PRODUCED IN THIS LITIGATION**

8 10.1. Application.

9 The terms of this Stipulated Protective Order are applicable to information
10 produced by a Nonparty in this Action and designated as "CONFIDENTIAL" or
11 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY." Such information
12 produced by Non-Parties in connection with this litigation is protected by the
13 remedies and relief provided by this Stipulated Protective Order. Nothing in these
14 provisions should be construed as prohibiting a Nonparty from seeking additional
15 protections.

16 10.2. Notification.

17 In the event that a Party is required, by a valid discovery request, to produce a
18 Nonparty's confidential information in its possession, and the Party is subject to an
19 agreement with the Nonparty not to produce the Nonparty's confidential information,
20 then the Party shall:

21 (a) Promptly notify in writing the Requesting Party and the Nonparty
22 that some or all of the information requested is subject to a confidentiality agreement
23 with a Nonparty;

24 (b) Promptly provide the Nonparty with a copy of the Stipulated
25 Protective Order in this Action, the relevant discovery request(s), and a reasonably
26 specific description of the information requested; and

27 (c) Make the information requested available for inspection by the
28 Nonparty, if requested.

1 10.3. Conditions of Production.

2 If the Nonparty fails to seek a protective order from this Court within twenty-
3 one 21 days of receiving the notice and accompanying information, the Receiving
4 Party may produce the Nonparty's confidential information responsive to the
5 discovery request. If the Nonparty timely seeks a protective order, the Receiving
6 Party shall not produce any information in its possession or control that is subject to
7 the confidentiality agreement with the Nonparty before a determination by the Court.
8 Absent a court order to the contrary, the Nonparty shall bear the burden and expense
9 of seeking protection in this Court of its Protected Material.

10 **11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

11 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
12 Protected Material to any person or in any circumstance not authorized under this
13 Stipulated Protective Order, the Receiving Party must immediately: (1) notify in
14 writing the Designating Party of the unauthorized disclosures; (2) use its best efforts
15 to retrieve all unauthorized copies of the Protected Material; (3) inform the person or
16 persons to whom unauthorized disclosures were made of all the terms of this
17 Stipulated Protective Order, (4) request such person or persons not to further
18 disseminate the Protected Material in any form; and (5) request such person or
19 persons to execute the "Acknowledgement and Agreement to Be Bound" (Exhibit
20 A). Compliance with the foregoing shall not prevent either party from seeking
21 additional relief from the Court.

22 **12. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
23 **PROTECTED MATERIAL**

24 12.1. No Waiver.

25 Consistent with Federal Rule of Evidence 502, the production of documents in
26 connection with the litigation before this Court, whether inadvertent or otherwise,
27 shall not waive any privilege or work-product protection that would otherwise attach
28 to the documents produced in this litigation or in any other federal or state

1 proceeding. In addition, to the fullest extent authorized by Federal Rule of Evidence
2 502(d), any applicable privilege or work-product protection is not waived as to
3 anyone who is not a party to this action by disclosure connected with this action.

4 12.2. Clawback Procedure.

5 (a) Upon learning of the inadvertent production of any document
6 subject to a claim of privilege or work-product protection, the Producing Party shall
7 promptly give all Outside Counsel of Record notice of the inadvertent production.
8 The notice shall identify the document, the portions of the document that should not
9 have been produced, and the first date the document was produced. If the party that
10 produced a document claims that only a portion of the document should not have
11 been produced, the party shall produce a new copy of the document with the allegedly
12 privileged portions redacted.

13 (b) Additionally, a Receiving Party is under a good faith obligation
14 to promptly alert the Producing Party if a document appears on its face or in light of
15 facts known to the Receiving Party to be privileged or work product.

16 (c) Upon receiving notice of such a production, or upon determining
17 that a document received is known to be privileged or work product, the Receiving
18 Party must promptly return, sequester, or destroy the specified information and any
19 copies it has, and shall destroy any notes that reproduce, copy, or otherwise disclose
20 the substance of the privileged information. The Receiving Party may not use or
21 disclose the information until the claim is resolved. If the Receiving Party disclosed
22 the information before being notified, it must take reasonable steps to retrieve and
23 prevent further use or distribution of such information until the claim is resolved.

24 (d) To the extent that any party obtains any information, documents,
25 or communications that are subject to a claim of privilege or work-product protection
26 through inadvertent disclosure, such privileged or work product information,
27 documents, and communications shall not be filed or presented for admission into
28 evidence or sought in discovery by that party in this matter.

1 (e) In the event the Receiving Party disputes the assertion of privilege
2 or work-product protection, the Parties shall meet and confer and the Receiving Party
3 shall either: (a) return the material to the Producing Party for proper designation; or
4 (b) present the information to the Court under seal for a determination as to whether
5 the material is protected from disclosure.

6 **13. MISCELLANEOUS**

7 13.1. Right to Further Relief.

8 Nothing in this Stipulated Protective Order abridges the right of any person to
9 seek its modification by the Court in the future.

10 13.2. Right to Assert Other Objections.

11 By stipulating to the entry of this Protective Order, no Party waives any right
12 it otherwise would have to object to disclosing or producing any information or item
13 on any ground not addressed in this Stipulated Protective Order. Similarly, no Party
14 waives any right to object on any ground to use in evidence of any of the material
15 covered by this Stipulated Protective Order.

16 13.3. Filing Protected Material.

17 A Party that seeks to file under seal any Protected Material must comply with
18 Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to a
19 court order authorizing the sealing of the specific Protected Material at issue. If a
20 Party's request to file Protected Material under seal is denied by the Court, then the
21 Receiving Party may file the information in the public record unless otherwise
22 instructed by the Court.

23 **14. FINAL DISPOSITION**

24 After the final disposition of this Action, as defined in Section 5, within sixty
25 (60) days of a written request by the Designating Party, each Receiving Party must
26 return all Protected Material to the Producing Party or destroy such material. As used
27 in this subdivision, "all Protected Material" includes all copies, abstracts,
28 compilations, summaries, and any other format reproducing or capturing any of the

1 Protected Material. Whether the Protected Material is returned or destroyed, the
2 Receiving Party must submit a written certification to the Producing Party (and, if
3 not the same person or entity, to the Designating Party) by the 60-day deadline that
4 (1) identifies (by category, where appropriate) all the Protected Material that was
5 returned or destroyed and (2) affirms that the Receiving Party has not retained any
6 copies, abstracts, compilations, summaries or any other format reproducing or
7 capturing any of the Protected Material. Notwithstanding this provision, Outside
8 Counsel of Record are entitled to retain an archival copy of all pleadings; motion
9 papers; trial, deposition, and hearing transcripts; legal memoranda; correspondence;
10 deposition and trial exhibits; expert reports; attorney work product; and consultant
11 and expert work product, even if such materials contain Protected Material. Any such
12 archival copies that contain or constitute Protected Material remain subject to this
13 Protective Order as set forth in Section 5.

14 **15. VIOLATIONS**

15 Any violation of this Stipulated Order may be punished by any and all
16 appropriate measures including, without limitation, contempt proceedings and/or
17 monetary sanctions.
18
19
20
21
22
23
24
25
26
27
28

IT IS SO STIPULATED THROUGH COUNSEL OF RECORD

Dated: October 18, 2024

LATHROP GPM LLP

By: /s/ Eric D. Sidler
Eric D. Sidler

Attorneys for Plaintiff KB Home

Dated: October 18, 2024

DORSEY & WHITNEY LLP

By: /s/ Brett Foster
Brett Foster

Attorneys for Defendants Kingsbarn
Realty Capital, LLC; KB Exchange
Properties, LLC; Kingsbarn Real Estate
Capital, LLC; KB Property Advisors,
Inc.; and KB Property Advisors, LLC

ATTESTATION REGARDING SIGNATURES

Pursuant to Local Civil Rule 5-4.3.4(a)(2)(i), I hereby attest that all parties, on whose behalf this filing is jointly submitted, concur in this filing's content and have authorized its filing.

Dated: October 18, 2024

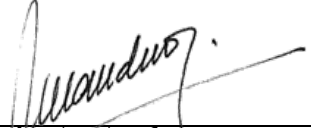
By: /s/ Eric D. Sidler

Eric D. Sidler

Attorneys for Plaintiff KB Home

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

Dated: October 21, 2024



Maria A. Audero

UNITED STATES MAGISTRATE
JUDGE

EXHIBIT A

ACKNOWLEDGEMENT AND AGREEMENT TO BE BOUND

I, _____ [full name], of
_____ [address], declare under penalty of perjury that
I have read in its entirety and understand the Stipulated Protective Order that was
issued by the United States District Court for the Central District of California on
_____ [date] in the case of *KB Home v. Kingsbarn Realty Capital, LLC, et al.*,
No. 2:24-CV-4153-CBM (MAAx) (C.D. Cal.). I agree to comply with and to be
bound by all the terms of this Stipulated Protective Order, and I understand and
acknowledge that failure to so comply could expose me to sanctions and punishment
in the nature of contempt. I solemnly promise that I will not disclose in any manner
any information or item that is subject to this Stipulated Protective Order to any
person or entity except in strict compliance with the provisions of this Stipulated
Protective Order.

I further agree to submit to the jurisdiction of the United States District Court
for the Central District of California for the purpose of enforcing the terms of this
Stipulated Protective Order, even if such enforcement proceedings occur after
termination of this action. I hereby appoint
_____ [full name] of
_____ [address and telephone number] as my
California agent for service of process in connection with this action or any
proceedings related to enforcement of this Stipulated Protective Order.

Signature: _____

Printed Name: _____

Date: _____

City and State Where Sworn and Signed: _____